

Two-Party (Master) Agreement
Among
Depositor and Escrow Associates, LLC

The two-party escrow agreement allows numerous Beneficiaries and software products to be protected under a single escrow contract with a single set of master escrow conditions, and supplemented by the additional terms contained in the Rider C applicable to each therein named Beneficiary. Future additions and changes to this escrow arrangement can be made under the discretion of the Depositor.

Multiple Beneficiary service levels can be managed under a single escrow agreement, an industry exclusive service by Escrow Associates, LLC.

Escrow Associates, LLC encourages clients to modify the contracts as necessary to support their specific escrow requirements. Please contact us directly at (800) 813-3523 or <http://www.escrowassociates.com>

Two-Party Escrow Agreement

This Technology Escrow Agreement ("Agreement") between Escrow Associates, LLC ("Escrow Associates") and NICUSA, Inc., ("NICUSA") on behalf of itself, and its affiliates and subsidiaries (as specifically identified on the applicable Rider C, "Depositor") is effective on this 26th day of February 2010 (the "Effective Date").

Recitals

Whereas, Depositor, has issued or may issue a contingent license to Beneficiary in the form of software object code (the "Software") pursuant to the terms contained in the e-government portal services agreement (and related license agreement, if applicable; collectively, the "Portal Agreement") in place between Depositor and the Beneficiary identified on the applicable Rider C. The source code is defined as the Software in source code form, including all relevant documentation and instructions identified in the Portal Agreement as being part of the contingent license (the "Source Code"). The Source Code and any other components Depositor provides which are related to building and maintaining the Software identified on the applicable Exhibit B (as the same may be modified herein) are hereafter referred to collectively as the deposit materials ("Deposit Materials").

Whereas, the purpose of this Agreement is to set up a framework whereby the applicable Depositor can, by execution of the relevant Rider C, agree to receive services identified herein, under certain terms and conditions, to protect Depositor's ownership/license rights and confidentiality of the Deposit Materials and to protect the contingent license Beneficiary has or may receive from Depositor. Further, this Agreement is intended to provide for certain circumstances under which the applicable Beneficiary shall be entitled to receive the Deposit Materials held in escrow by Escrow Associates for its legitimate use and support of the Software.

Whereas, Depositor hereby designates and appoints Escrow Associates as the escrow agent under this Agreement Escrow Associates hereby accepts such designation and appointment and agrees to carry out the duties of escrow agent pursuant to the terms and provisions of this Agreement. Escrow Associates is not a party to, and is not bound by, any agreement that might be evidenced by, or might arise out of, any prior or contemporaneous dealings between Depositor and Beneficiary other than as expressly set forth herein.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Deposit Materials

(a) Initial Deposit - Depositor shall submit the initial Deposit Materials to Escrow Associates within thirty (30) days of the Effective Date. Depositor shall complete and deliver with all Deposit Materials a form as shown herein as Exhibit B, which shall then become part of this Agreement. Escrow Associates shall notify all applicable parties within ten (10) days of receipt of the initial Deposit Materials. Escrow Associates has no obligation with respect to the initial Deposit Materials for delivery, functionality, completeness, performance or initial quality; provided, however, that

EXHIBIT C – ESCROW AGREEMENT

Escrow Associates shall be liable for a degradation in the foregoing if the same is a result of its negligence or willful/intentional misconduct.

(b) Deposit Material Updates - Depositor shall submit updates to the initial Deposit Materials to Escrow Associates within sixty (60) days of any material modification, upgrade or new release of the Software. Depositor shall complete and deliver with all updates to the Deposit Materials an amended Exhibit B form, which shall additionally become part of this Agreement. Escrow Associates shall notify all applicable parties within ten (10) days of receipt of updates to the Deposit Materials. Escrow Associates has no obligation with respect to the updates to the Deposit Materials for delivery, functionality, completeness, performance or initial quality; provided, however, that Escrow Associates shall be liable for a degradation in the foregoing if the same is a result of its negligence or willful/intentional misconduct.

(c) Electronic Deposit – In the event Depositor elects to utilize electronic means to transfer the Deposit Materials to Escrow Associates, whether through a service provided by Escrow Associates or other means, Escrow Associates shall not be liable for transmissions that fail in part or in whole, are lost, or are otherwise compromised during transmission. Furthermore, Escrow Associates shall not be liable for any subsequent services that may or may not be delivered as a result of a failed transfer. Escrow Associates shall not be liable to Depositor or Beneficiary for any encrypted update, or any part thereof, that is transmitted over the Internet to Escrow Associates' FTP Site but is not received in whole or in part, or for which no notification of receipt is given. The foregoing limitations in this Section 1(c) shall not apply to Escrow Associates' negligence or willful/intentional misconduct.

(d) Duplication of Deposit Materials - Escrow Associates may duplicate the Deposit Materials only as necessary to comply with the terms of this Agreement. Escrow Associates at its sole discretion may retain a third party for the purpose of duplicating the Deposit Materials only as necessary to comply with the terms herein. All duplication expenses shall be borne by the party requesting duplication. The third party shall be subject to the confidentiality obligations and restrictions on use contained herein.

(e) Deposit Material Verification - Escrow Associates may be retained by separate agreement or by alternative means, to conduct a test of the Deposit Materials to determine the completeness and accuracy of the Deposit Materials. Escrow Associates shall not be liable for any actions taken on the part of any third party with regards to the Deposit Materials, unless the third party was engaged by, or performed work on behalf of, Escrow Associates.

2. Beneficiary(s) - From time to time, Depositor may, at its sole discretion, add or remove Beneficiary(s) to this Agreement utilizing the Exhibit C form herein. Any current Beneficiary shall have the right to request a release of the Deposit Materials only if (i) Beneficiary is a party to a Portal Agreement with Depositor that is in force and not in default (or has naturally expired), (ii) all fees due are paid to Escrow Associates, and (iii) one of the conditions under Section 7(i) or (ii) are met.

3. Term

EXHIBIT C – ESCROW AGREEMENT

(a) Term of Agreement – The term of this Agreement shall be for a period of one (1) year from the Effective Date. At the end of the initial and each subsequent term, this Agreement shall automatically renew for an additional one (1) year term unless terminated according to the terms herein.

(b) Termination of Agreement - This Agreement may be terminated as follows:

- i. Depositor provides written notice to Escrow Associates of its desire to terminate this Agreement,
- ii. Automatically, once all Deposit Materials have been released in accordance with the terms hereof, or
- iii. In accordance with Section 3(c), below.

(c) Termination for Non-Payment - In the event that full payment of any or all undisputed fees due to Escrow Associates by Depositor under this Agreement have not been received by Escrow Associates within thirty (30) days of the date payment is due, Escrow Associates will notify Depositor of the delinquent fees. If the undisputed, delinquent fees are not received within thirty (30) days' receipt of the delinquency notification, Escrow Associates shall notify Beneficiary and NICUSA of the option to remit payment of the fees. If the delinquent fees are not received within ninety (90) days' receipt of the delinquency notification, Escrow Associates shall have the right to terminate this Agreement and destroy Deposit Materials.

(d) Return of Deposit Materials – Upon termination of this Agreement for any reason other than in the event all Deposit Materials have been released in accordance with the terms of Section 7 herein, Escrow Associates shall return the Deposit Materials to Depositor via commercial courier to the address of Depositor shown in this Agreement, provided that all fees due Escrow Associates are paid in full. If two (2) good faith attempts to return Deposit Materials via commercial courier to Depositor fail (for a reason other than Escrow Associates' negligence (including the failure to send the notice to the correct address and person) or intentional/willful misconduct) or Depositor does not accept the Deposit Materials, Escrow Associates shall, upon ten (10) days' prior written notice to NICUSA, destroy the Deposit Materials.

4. Fees

(a) Payment - Upon receipt of signed Agreement or initial Deposit Materials, whichever comes first, Escrow Associates will submit an initial invoice to the Depositor identified in the applicable Rider C, for amount shown on the applicable Exhibit A attached hereto. If payment is not received, Escrow Associates shall have no obligation to perform its duties under this Agreement. Depositor agrees to pay to Escrow Associates all fees for services rendered related to this Agreement as shown on Exhibit A. The fee for any service that is not expressly covered in Exhibit A shall be established by Escrow Associates in writing upon request. All fees are due in advance of service and Escrow Associates may amend Exhibit A at the end of the initial or any subsequent one-year term by giving Depositor written notice of the same at least sixty (60) days prior to the expiration of the initial or subsequent one-year term.

(b) Currency - All fees are in U.S. dollars and payment must be rendered in U.S. dollars unless otherwise agreed to in advance by Escrow Associates.

EXHIBIT C – ESCROW AGREEMENT

5. Indemnification - With the exception of negligence, willful/intentional misconduct or misrepresentation, or breach of this Agreement (including a breach of confidentiality) on the part of or on behalf of Escrow Associates, its employees, officers, agents and contractors, Depositor shall indemnify and hold harmless Escrow Associates and each of its directors, officers, agents, employees, members and stockholders ("Escrow Associates Indemnitees") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable, documented attorneys' fees and other legal costs, that are asserted against any Escrow Associates Indemnitee in connection with this Agreement or the performance of Escrow Associates or any Escrow Associates Indemnitee hereunder.

Escrow Associates shall save, hold harmless, defend and indemnify NICUSA and the relevant Depositor from any claims, actions, damages, suits, liabilities, obligations, costs, fees (including reasonable attorneys' fees and other legal costs), charges, penalties and other expenses arising out of or relating to the negligence, intentional/willful misconduct, misrepresentation or breach of this Agreement on the part of any of the Escrow Associates Indemnitees or any contractor of the Escrow Associates Indemnitees.

6. Depositor's Representations and Warranties

(a) Depositor shall update the Deposit Materials as provided for in the Portal Agreement and/ or as provided for herein.

(b) Depositor owns the Deposit Materials and all intellectual property rights therein free and clear of any liens, security interests, or other encumbrances, or has the right to license the Deposit Materials to the Beneficiary as provided for in the Portal Agreement.

7. Release of Deposit Materials

(a) Release - The Deposit Materials, including any copies thereof, will be released to Beneficiary after the receipt of the written request for release only in the event that the release procedure set forth in Section 7 is followed and:

- i. Depositor notifies Escrow Associates in writing to effect such release; or
- ii. Beneficiary makes written request to Escrow Associates and a Release Condition, as identified in the applicable Rider C, has been met.

(b) Depositor Request for Release - If the provisions of Section 7(a)(i) are met, Escrow Associates will release the Deposit Materials to Beneficiary within ten (10) business days.

(c) Beneficiary Request for Release - If the provisions of Section 7(a)(ii) are met, Escrow Associates will within ten (10) business days forward a complete copy of the request to Depositor. Depositor shall have thirty (30) days to make any and all objections to the release known to Escrow Associates in writing. If after thirty (30) days Escrow Associates has not received any written objection from Depositor, Escrow Associates shall release the Deposit Materials to Beneficiary as instructed by Beneficiary.

EXHIBIT C – ESCROW AGREEMENT

(d) Depositor Objection to Release - Should Depositor object to the request for release by Beneficiary in writing, Escrow Associates shall notify Beneficiary in writing within ten (10) business days of Escrow Associates receipt of said objection and shall notify both parties that there is a dispute to be resolved pursuant to Section 8 (Arbitration) of this Agreement, unless modified in the relevant Rider C. Escrow Associates will continue to hold the Deposit Materials without release pending (i) instructions from Depositor; (ii) dispute resolution according to Section 8 (Arbitration), as may be modified by the relevant Rider C; or (iii) order from a court of competent jurisdiction.

(e) Reserved.

(f) Restrictions on Use – The following restrictions shall apply to Deposit Materials delivered to Beneficiary: (i) Beneficiary shall not copy the Deposit Materials other than as necessary for installation on Beneficiary's equipment and for backup copies on Beneficiary's equipment, and further shall only use the Deposit Materials in accordance with the license grant, and the other terms and conditions, all as contained in the Portal Agreement, (ii) Beneficiary will keep the Deposit Materials in a secure, safe place when not in use, (iii) Beneficiary agrees to use the Deposit Materials under carefully controlled conditions in accordance with the Portal Agreement, (iv) Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials in accordance with Section 9 and the Portal Agreement, and (v) Beneficiary agrees to treat, handle, and store the Deposit Materials in the same manner and with the same care as it treats its most sensitive and valuable trade secrets.

8. Arbitration - Except as expressly provided for herein, and except as may be stated otherwise in any applicable Schedule A, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled in Atlanta, Georgia by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules [including the Emergency Interim Relief Procedures], and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Depositor agrees to reimburse Escrow Associates for any and all costs incurred as a result of any arbitration including attorney's fees, except to the extent the arbitration is required because of Escrow Associates' breach of this Agreement, negligence or willful/intentional misconduct, and only if Escrow Associates prevails at the arbitration. The arbitrator(s) shall award attorneys' fees and costs to the prevailing party.

9. Confidentiality - Except as otherwise expressly required to carry out its duties under this Agreement, Escrow Associates shall hold in strictest confidence and not permit any third party access to nor otherwise use, disclose, transfer or make available the Deposit Materials except as otherwise provided herein, unless consented to in writing by Depositor. Escrow Associates shall not utilize the Deposit Material for any purpose other than directly to fulfill its obligations hereunder. In addition, upon termination of the relevant Rider C, and in any event, upon termination of this Agreement, Escrow Associates warrants and represents that it shall promptly return any and all Deposit Materials, as well as copies/reproductions of the same and all related documentation, to NICUSA and/or the relevant Depositor.

EXHIBIT C – ESCROW AGREEMENT

10. Limitation of Liability - Under no circumstance shall Escrow Associates, Depositor or Beneficiary be liable for any special, incidental, or consequential damages (including lost profits) arising out of this Agreement even if the applicable party has been apprised of the possibility of such damages. In performing any of its duties hereunder, Escrow Associates shall not incur any liability to any party for any damages, losses, or expenses, except for willful/intentional misconduct, negligence, or breach of this Agreement on the part of Escrow Associates, and it shall not incur any liability with respect to any action taken or omitted in reliance upon any written notice, request, waiver, consent, receipt or other document which Escrow Associates, in good faith, believes to be genuine, so long as Escrow Associates follows the procedures set forth in this Agreement.

11. Notices - Notices shall be deemed received on the third business day after being sent by first class mail, or on the following day if sent by commercial express mail. All notices under this Agreement shall be in writing and addressed and sent to the person(s) listed on the applicable Rider C.

12. Miscellaneous

(a) Counterparts - This Agreement may be executed in any number of multiple counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

(b) Entire Agreement - This Agreement, including the applicable Rider C, supersedes all prior and contemporaneous letters, correspondences, discussions and agreements among the parties with respect to all matters contained herein, and it constitutes the sole and entire agreement among them with respect thereto.

(c) Limitation of Effect - This Agreement pertains strictly to the escrow services provided for herein and does not modify, amend or affect any other contract or agreement of one or more of the parties. The terms and provisions of the Portal Agreement shall continue in full force and effect and be binding upon and inure to the benefit of Depositor and Beneficiary, their legal representatives, successors and assigns.

(d) Modification - This Agreement shall not be altered or modified without the express written consent of Escrow Associates and Depositor.

(e) Bankruptcy Code - This Agreement shall be considered an agreement supplementary (together with any modification, supplement, or replacement thereof agreed to by the parties) to the License Agreement pursuant to Title 11 United States Bankruptcy Code Section 365(n).

(f) Survival of Terms - All obligations of the parties intended to survive the termination of this Agreement, including without limitation, are the provisions of Sections 3 (Term), 4 (Fees), 5 (Indemnification), 8 (Arbitration), 9 (Confidentiality), to the extent Escrow Associates retains any Deposit Materials, or copies or documentation related to the same after the termination of the applicable Schedule A, 10 (Limitation of Liability), and 12 (Miscellaneous) which shall survive the termination of this Agreement for any reason.

EXHIBIT C – ESCROW AGREEMENT

(g) Governing Law - The governing law shall be set forth in each applicable Rider C.

(h) Time of the Essence - Time is of the essence in this Agreement.

(i) Successors and Assigns - This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties, provided, however, that Beneficiary shall have no right to assign any rights hereunder or with respect to the Deposit Materials.

(j) Waivers. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. All waivers hereunder must be in writing and signed by the party waiving its right.

(Signatures are on following page. Remainder of this page intentionally left blank.)

EXHIBIT C – ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized agents as of the Effective Date.

Depositor, on behalf of itself and the Depositor obligated under the applicable Rider C.

Signature: William F. Bradley Jr.

Name: WILLIAM F. BRADLEY JR.

Title: SR VP & Director

Company: NICUSA, Inc.

Date: 3/3/10

Contract Negotiated by: Jayne Friedland Holland

Negotiator Telephone: (913) 754-7005

Escrow Associates, LLC

Signature: Chris Smith

Name: Chris Smith

Title: President

Date: 3/4/10

Exhibit A

Schedule of Fees

Two-Party Agreement**(Initial Year / Renewal)****\$2250 / \$1750**

Annual fee includes:

- Contract review & agreement drafting assistance
- Customization & set-up of agreement
- Twelve (12) updates to escrow deposit material
- One (1) Standard Beneficiary Enrollment
- FTP depositing services (up to 750 MB / Update)
- Notifications to all parties
- One (1) Deposit Account (2 Cu. Ft.) w/ media vault storage

Beneficiary Enrollment Options

- **Standard Beneficiary Fee** **\$ 250**

Annual fee includes welcome letter, ongoing notifications and unlimited notifications. Standard Beneficiary enrolled via Exhibit C form.

OR

- **Registered Beneficiary Fee** **\$ 750**

Annual fee for efficiently enrolling a Beneficiary with unique escrow terms to the existing escrow agreement.

**Volume Pricing Options are available for Pre-Paid
Beneficiary Enrollments**

Call / Quote**Additional Deposit Accounts****\$750**

Annual Fee. Includes; twelve (12) updates, FTP depositing, online account access & two (2) cu. ft. media vault storage allowance.

EXHIBIT C – ESCROW AGREEMENT

Exhibit B

Deposit Materials

Please complete Exhibit B form and enclose a copy with the Deposit Materials or contact us for details on electronic depositing.

**Attn: Vault Manager
Escrow Associates, LLC
8302 Dunwoody Place, Suite 150
Atlanta, GA 30350 USA
1-800-813-3523**

Company Name: _____

Escrow Associates Account Number: _____

Product Name & Version: _____

☐ **Three-Party Agreement**

☐ **New Deposit Account**

☐ **Two-Party Agreement**

☐ **Update to existing Deposit Account**

Please list specific Beneficiaries under a Two-Party Agreement associated with this product/ update or check here to apply to all Beneficiaries: ☐

Media Description:

Quantity	Type	Description / Label
	DVD/CDR	
	DAT/DDS Tape	
	Documentation	
	Other	

Deposit Prepared by:

Deposit Accepted by (*Escrow Associates*):

Signed: _____

Signed: _____

E-mail: _____

Name: _____

Date: _____

Date: _____

Exhibit C
Standard Beneficiary Addition Form

Depositor Name / Account Number _____

Beneficiary #1

Company Name: _____

Contact: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

E-mail: _____

Applicable Product(s): _____

Beneficiary #2

Company Name: _____

Contact: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

E-mail: _____

Applicable Product(s): _____

(copy as necessary)

EXHIBIT C – ESCROW AGREEMENT

Rider C

Registered Beneficiary Addition Form

Whereas, _____ ("NICUSA") and Escrow Associates have entered into a two-party escrow agreement dated _____, 20____ ("The Agreement"). The Agreement allows certain subsidiaries and affiliates of NICUSA, as well as NICUSA itself, to receive escrow services, as described in the Agreement, relative to a specific beneficiary, by executing this Rider C; and

The entity desiring to receive services under the Agreement, as modified by this Rider C, is _____ (the "Depositor"); and

Whereas, Depositor, _____ ("Beneficiary") and Escrow Associates agree to modify the terms of The Agreement as follows:

1. Choice of Law. The Agreement and all of its attachments, including without limitation this Rider C, shall be interpreted according to the laws of the State of _____, without regard to its conflict of laws principles.
2. Release Conditions. As used in Section 7(a)(ii), the following shall constitute the Release Conditions:

Upon occurrence of a Release Condition, the procedure set forth in Section 7(c) shall be followed.

3. Arbitration. As set forth in Section 8, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in _____.
4. Notices. The addresses for notices relevant to Depositor and the Beneficiary identified herein are as follows:

Depositor

Company: _____
 Contact: _____
 Address: _____
 City, State, Zip: _____
 Telephone: _____
 Email: _____

Billing Contact: _____ Title: _____
 Address: _____
 City, State, Zip: _____
 Telephone: _____ Fax: _____
 Email: _____
 Purchase Order (if applicable): _____

With a copy to:

EXHIBIT C – ESCROW AGREEMENT

NICUSA, Inc.
 Attn: General Counsel ("Legal Notice")
 25501 West Valley Parkway, Ste. 300
 Olathe, KS 66061
 913-498-3468

Escrow Associates
 Attn: Contracts Administration
 8302 Dunwoody Place, Suite 150
 Atlanta, GA 30350 USA
 Telephone: 800-813-3523
 Fax: 770-518-2452
 Email:

Beneficiary:

Name: _____
 Contact: _____ Title: _____
 Address: _____
 City, State, Zip: _____
 Telephone: _____ Fax: _____
 Email: _____

5. (insert modification)
 6. (insert modification)

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree to The Agreement and the modifications herein:

Depositor**Escrow Associates, LLC**

Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

(copy as necessary)

*Nicasa reporting to be
invoiced - Mr. Jayne Holland
9/4/2010*

Credit Card/Wire Transfer Payment Form

CREDIT CARD PAYMENT INFORMATION	
Company Name / Account Number:	
Credit Card Number:	
Expiration Date:	
Card Type (Amex / Visa / etc.):	
Billing Name:	
Billing Address:	
Billing City State Zip:	
Transaction Amount:	
Escrow Associates Invoice Number:	
Signature _____	
<input type="checkbox"/> Please bill my card annually for these fees.	

WIRE TRANSFER PAYMENT INFORMATION	
Company Name & Address:	Escrow Associates, LLC 8302 Dunwoody Place, Suite 150 Atlanta, GA 30350
Bank Name & Address:	Fidelity Bank 225 Sandy Springs Circle Atlanta, GA 30328
Account Number:	03025643
Routing Number	061102400

Please contact us directly with any questions! Thank you for your business!